

u u y
(MAIL TO) P.O. BOX 1945, MORRISTOWN, N.J. 07962-1945
(DELIVERY TO) 200 CAMPUS DRIVE, FLORHAM PARK, N.J. 07932-0950
(973) 966-6300

Plaintiffs

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

CAESARS WORLD, INC., *et al.*,

: Case No. CV-S-02-1287-RLH (RJJ)

Plaintiffs,

:

Civil Action

v.

:

CYRUS MILANIAN, *et al.*,

:

**CERTIFICATION OF STEPHEN W.
FEINGOLD IN SUPPORT OF**

Defendants.

:

**PLAINTIFFS' MOTION TO ENFORCE
THE SETTLEMENT AGREEMENT**

STEPHEN W. FEINGOLD, of full age, hereby certifies as follows:

1. I am an attorney-at-law of the State of New York and a member of the firm of Pitney, Hardin, Kipp & Szuch LLP, attorneys for plaintiffs Caesars World, Inc. ("CWI") and Park Place Entertainment Corporation ("PPE") in this matter. I have been admitted to practice *pro hac vice* in the District of Nevada for purposes of this matter.

2. I submit this Certification in support of plaintiffs' motion to enforce the agreement to settle reached by the parties on January 16, 2003.

3. On or about October 16, 2002, Nicholas C. Karamanos, one of defendant Cyrus Milanian's prior attorneys, suggested during a telephone call that plaintiffs CWI and PPE provide a written offer to settle this matter.

4. I drafted an offer to settle on behalf of plaintiffs and delivered it to Mr. Karamanos by facsimile and regular mail on October 17, 2002. A copy of this written offer to settle is attached hereto as Exhibit A.

5. On January 13, 2003, I had a telephone call with defendants' new counsel, Gregory Buhyoff. During that call, Mr. Buhyoff indicated that his client was willing to discuss settlement. In response, I informed Mr. Buhyoff that plaintiffs were still willing to settle and pay Mr. Milanian a certain sum of money in exchange for Mr. Milanian agreeing to the terms and conditions detailed in my October 17, 2002 letter.

6. In the morning of January 14, 2003, I received a telephone call from Mr. Buhyoff requesting that I put plaintiffs' settlement offer in writing and, if we would prefer, to reference my October 17, 2002 letter to incorporate the terms and conditions detailed therein.

7. In the afternoon of January 14, 2003, I received another telephone call from Mr. Buhyoff informing me that his client was willing to settle if plaintiffs paid him \$18,000 in exchange for his relinquishment of all trademark applications for the name "Colosseum." As part of this counteroffer, however, Mr. Milanian would not relinquish all applications for gaming and merchandise for "Colosseum." I immediately rejected this counter-offer and reiterated the requirement that Mr. Milanian would have to relinquish all rights, interests and applications in the trademark "Colosseum," as well as the other items listed in my letter dated October 17, 2002, in order for plaintiffs to agree to settlement.

8. On January 15, 2003, this Court held a conference call in which this Court ruled that Mr. Milanian could not testify in defense of his case at trial. Immediately after this conference call, I received a telephone call from Mr. Buhyoff requesting that the parties resume settlement discussions. In response, I told Mr. Buhyoff that plaintiffs are always willing to engage in good faith settlement discussions but that no terms detailed in my October 17, 2002 letter were negotiable.

9. At approximately 11:00 p.m. (EST) on January 15, 2003, I received a telephone call from Mr. Buhyoff informing me that his client had agreed to settle and that he would confirm the final terms with his client and get back to me as soon as possible. I also suggested that we put the settlement on the record before the Court the next day, January 16, and Mr. Buhyoff agreed.

10. The next morning, on January 16, 2003 at 9:30 a.m. (EST), I received an e-mail from Mr. Buhyoff stating that he had confirmed his clients' acceptance of the settlement terms, subject to the following three relatively minor points being agreed upon: (i) the settlement also disposes of the case as to the co-defendant; (ii) plaintiffs will not seek sanctions for Mr. Milanian's failure to appear at deposition; and (iii) that the entry of the settlement on the record will be confidential. Mr. Buhyoff also acknowledged in his e-mail the parties' agreement to enter the settlement on the record as soon as possible. A copy of this January 16, 2003 e-mail is attached hereto as Exhibit B. In those emails and conversations, Mr. Buhyoff never indicated that ~~never indicated that~~ SM his client had any concern with a general release.

11. On that same day, January 16, at 10:21 a.m. (EST), I sent Mr. Buhyoff an e-mail in replying thanking him for his e-mail from earlier that day and agreeing to the three additional conditions raised by Mr. Buhyoff. In addition, in light of medical reasons which purportedly prevented Mr. Milanian from appearing at his deposition, I requested that Mr. Milanian provide a

letter from a treating physician stating that Mr. Milanian is not on any medication which would impair his ability to make decisions with respect to settlement. Later that same day, I received a telephone call from Mr. Buhyoff informing me that he would procure the requested physician's letter. A copy of this January 16, 2003 e-mail is attached hereto as Exhibit C.

12. In the afternoon of January 16, 2003, I learned that we would not be able to schedule the conference call with the Court until the next day, January 17, due to the fact that Judge Hunt was attending an out-of-town conference.

13. In the late morning of January 16, 2003, I directed that the trial preparation for plaintiffs be suspended in light of the fact that the parties had settled. Once I learned that the settlement could not be put on the record until the next day, I sent a letter by facsimile and regular mail to Mr. Buhyoff re-confirming that settlement had been reached between the parties and advising Mr. Buhyoff that, based on the settlement, we would suspend work in preparation for trial. A copy of this January 16, 2003 letter is attached hereto as Exhibit D. *At 3:10pm. I received an email acknowledging receipt of this email. A copy is attached also as Exhibit D.*

14. On January 16, 2003, at 5:55 p.m. (EST) I forwarded by e-mail to Mr. Buhyoff the draft of the formal settlement agreement. A copy of this draft agreement and cover note are attached hereto as Exhibit E. *At 3:10pm (EST) I received an email acknowledging receipt of this*

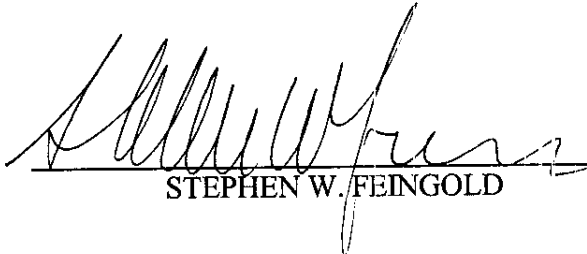
15. I spoke by telephone on Friday morning, January 17, 2003, at approximately 9:00 a.m. (EST), with Mr. Buhyoff regarding the draft settlement agreement I forwarded the day prior. During this telephone call, Mr. Buhyoff told me that the general release, already agreed to as a result of Mr. Buhyoff's acceptance of the terms in my October 17, 2002 letter, would have to be limited to the trademark at issue in this case. I replied that such a limitation was a deal breaker. Mr. Buhyoff

agreed to speak to this client regarding this release issue. Mr. Buhyoff called me back approximately 15 minutes later and told me that the deal was off and that he was withdrawing as counsel.

During that same telephone call
16. ~~Sometime in the morning~~ of January 17, 2003, I learned that Mr. Milanian had retained new counsel, Melvin Silverman.

17. On January 17, 2003, beginning at 2:00 p.m. (EST), I participated in a conference call with Judge Hunt, my partner Richard Brown, Melvin Silverman and Gregory Buhyoff, in which plaintiffs requested that this Court enforce the settlement agreement reached by the parties. During this conference call, this Court posed the following question to Mr. Buhyoff: Had you ever communicated to Mr. Feingold that the general release was one of the issues that needed to be further negotiated and discussed? To which Mr. Buhyoff responded, "No."

I certify under penalties of perjury under the laws of United States of America that the foregoing is true and correct.


STEPHEN W. FEINGOLD

Executed on January 21, 2003

EX. A

PITNEY, HARDIN, KIPP & SZUCH LLP

STEPHEN W. FEINGOLD

DIRECT DIAL NUMBER
212-297-5845E-MAIL
SFEINGOLD@PITNEYHARDIN.COM685 THIRD AVENUE
NEW YORK, NEW YORK 10017-4024
(212) 297-5800
FACSIMILE (212) 682-3485MORRISTOWN, NEW JERSEY
(973) 386-6300
FACSIMILE (973) 968-1550RED BANK, NEW JERSEY
(732) 224-1700
FACSIMILE (732) 224-3630BRUSSELS, BELGIUM
32-02-514-54-18
FACSIMILE 32-02-514-16-59

October 17, 2002

VIA FACSIMILE AND REGULAR MAIL

Nicholas C. Karamanos, Esq.
Blackford Development Co.
120 North Pointe Blvd.
Suite 300
Lancaster, PA 17610Re: Park Place Entertainment Corporation et. al v. Cyrus Milanian

Dear Mr. Karamanos:

As you know, this firm represents Park Place Entertainment Corporation ("PPE") and Caesars World, Inc. ("CWI"). I write further to our conversation of October 16, 2002.

Two weeks ago, we filed a Complaint in the United States District Court for the District of Nevada on behalf of PPE and CWI, seeking, among other things, a declaratory judgment on the claims by your clients, Cyrus Milanian and The New Las Vegas Development Co. ("NLVD"), that PPE and CWI were violating Mr. Milanian's alleged rights in the name COLOSSEUM, and an injunction barring your clients from using either the COLOSSEUM or EMPIRE trademarks.

We forwarded a copy of the Complaint to the Brinks Hofer firm to give your clients the opportunity to evaluate whether a settlement was possible before we formally served them with the Complaint. Although we have received one letter from Brinks Hoffer and one call from you indicating that you were continuing to evaluate the possibility of settlement, your clients have made no settlement proposal.

As a result, and as I told you yesterday, per our clients' instructions we are in the process of serving the Complaint and filing a motion in the District Court for an expedited hearing on our claims. I note that you advised me yesterday that your clients have not authorized you to accept service of the Complaint on their behalf, and we are thus taking steps to effect personal service on Mr. Milanian and NLVD.

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E. A

PITNEY, HARDIN, KIPP & SZUCH LLP

Nicholas C. Karamanos, Esq.

October 17, 2002

Page 2

You did suggest that it would be useful for your client to receive a specific list of our demands to settle this matter. Accordingly, I have listed below a summary of the key provisions of a settlement. Pursuant to Federal Rule 408, and without prejudice to our clients' rights in the litigation or to include any other terms as a condition for settlement as circumstances may require, any settlement must require your clients to do the following:

1. The express abandonment by Mr. Milanian, NLVD, (and any entities that they directly or indirectly control or are affiliated with) of any and all pending applications or issued registrations containing either the word COLOSSEUM or EMPIRE.
2. The transfer of any domain names owned by Mr. Milanian, NLVD, (and any entities that they directly or indirectly control or are affiliated with) containing the words COLOSSEUM and EMPIRE to CWI.
3. Sworn representations by both Mr. Milanian and NLVD that they do not own, directly or indirectly any other domain name, corporations, unincorporated business associations, or otherwise do business using a name containing any of the following terms: CAESARS, BALLY'S, PARIS, GRAND CASINO, FLAMINGO, WILD WEST CASINO, COLOSSEUM, EMPIRE, EMPEROR, PARK PLACE, CLARIDGE, CLEOPATRA, APPLAN, BACCHANAL, FORUM SHOPS, MAXIMUS, NEROS, as well as the other well known trademarks of our clients.
4. Sworn representations by both Mr. Milanian and NLVD that they claim no rights under the Lanham Act, state law, or common law in trademarks containing any of the following terms: CAESARS, BALLY'S, PARIS, GRAND CASINO, FLAMINGO, WILD WEST CASINO, COLOSSEUM, EMPIRE, EMPEROR, PARK PLACE, CLARIDGE, CLEOPATRA, APPLAN, BACCHANAL, FORUM SHOPS, MAXIMUS, NEROS, as well as the other well known trademarks of our clients.
5. Agreements by Mr. Milanian and NLVD that they (and any entities which they directly or indirectly control) will not undertake any future project or attempt to register any trademark or domain name that either Milanian or NLVD knows, or reasonably should have known, will interfere with the trademark rights of, or public plans or projects by, PPE and its subsidiaries.
6. Agreement by Mr. Milanian and NLVD that they (and any entities which they directly or indirectly control) will not, in the future, promote or take any other action in furtherance of a Roman or Parisian theme resort, casino, or merchandise

PITNEY, HARDIN, KIPP & SZUCH LLP

Nicholas C. Karamanos, Esq.

October 17, 2002

Page 3

or any other theme resort, casino or merchandise which PPE or its subsidiaries or affiliates hereinafter publicly announce.

7. A general release by Mr. Milanian and NLVD (and any entities that they directly or indirectly control) of any and all claims against PPE and CWI, including claims that they either threatened to assert or could have asserted against PPE and CWI with respect to the COLOSSEUM or EMPIRE .
8. Your clients' agreement that there will be no public statement to the press about this dispute or this settlement, except that if contacted by the press or any non-party, Milanian and NLVD may state that all matters between them and PPE and CWI related to the litigation have been resolved.
9. PPE and CWI will release your clients for all claims asserted in the Complaint.

You have also requested that PPE and CWI consider providing Mr. Milanian with some payment as consideration for any settlement. In light of the thousands of dollars that Mr. Milanian's baseless threats have cost my clients in completely unnecessary legal fees, we categorically reject that request. In fact, PPE and CWI are seriously considering including a provision that Mr. Milanian pay them a significant sum as part of any settlement, but, for the time being, they are reluctantly willing to forgo such a demand if this matter can be promptly settled. However, if your clients' conduct protracts this matter (such as by evading service), or my clients are forced to proceed with their application for an expedited hearing and other aspects of the litigation, then they will insist that any settlement include a monetary payment by Mr. Milanian and/or NLVD to them.

Finally, I wish to emphasize that the terms listed above should not be viewed as an "opening bid" as a prelude to a protracted negotiation. My clients view them as essential terms of an acceptable settlement. I should add that that we are confident that the Court would grant our application for an expedited hearing and that such a hearing will result in vindication of our clients' rights.

Because it is essential that this matter be resolved without any further delay we will not be able to extend any of the normal courtesies with respect to deadlines and scheduling. Any settlement discussions will have to occur at the same time that this action proceeds towards an expedited trial.

FROM: PITNEY_HARDIN, KIPP & SZUCH

(MON) 1. 20' 03 22 /ST. 21:38/NO. 4860127655 P 24

PITNEY_HARDIN, KIPP & SZUCH

FAX NO. 212 6820270

P. 06

PITNEY, HARDIN, KIPP & SZUCH LLP

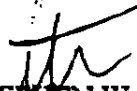
Nicholas C. Karamanos, Esq.

October 17, 2002

Page 4

I look forward to a prompt reply to this letter.

Very truly yours,



STEPHEN W. FEINGOLD

cc: Mark Clayton, Esq.
Gerald Gilson, Esq.

947931A01101702


01/20/2003 MON 18:59 [TX/RX NO 8245] 024

Ex. B

 Richard Brown
01/17/2003 12:55 PM

To: grg@jonesvargas.com
cc: Brian Friel/PHKS@PHKS
Subject: Re: Terms of Settlement

Gary, Stephen asked me to send you this email to you, which indicates Cyrus's acceptance of the deal.
----- Forwarded by Richard Brown/PHKS on 01/17/2003 12:56 PM -----

From: Stephen Feingold on 01/16/2003 10:21 AM
To: <gbuhyoff@gfblaw.com>
cc: rbrown@PitneyHardin.com, <ClaytonM@parkplace.com>
Subject: Re: Terms of Settlement 

Hi Greg,

Thank you for your email. I am pleased that we are nearing completion. We agree that the settlement covers all defendants and also agree that the settlement will state that each party will bear its own costs and fees. We, too, would like to have the record sealed this morning. However, as you probably know, Judges are more and more frequently reluctant to seal such documents. I am speaking to my client this morning about this issue and will get back to you shortly. Suffice it to say, that if the Judge will agree I don't think we will have a problem. If the Judge will not agree, then we need to be creative here. We are already working on a draft.

There is one new issue which I trust you will appreciate and which I believe is in everyone's mutual interest. In light of the doctor's notes we have on file, I believe it is necessary for the doctor to give a new letter that states that Mr. Milanian is not on any medication which impairs his ability to make decisions with respect to the settlement of this case and that notwithstanding his patient's condition he is competent to make decisions of this sort. I hope that will not be a problem. If the doctor cannot get the letter to us before the hearing I would be willing to accept a representation from counsel that you spoke with the doctor and that such a letter is being prepared.

Steve
Steve

Stephen W. Feingold
Pitney, Hardin, Kipp & Szuch LLP
685 Third Avenue
New York, NY 10017-4024
Tel: 212-297-5845
Fax: 212-682-3485
SFeingold@pitneyhardin.com

"gbuhyoff "
<gbuhyoff@gfblaw.com>

01/16/2003 09:38 AM
Please respond to gbuhyoff

To:
<sfeingold@pitneyhardin.com>
cc:
Subject: Terms of
Settlement

Ex B

Ex. C

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive messages for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message. Nothing in this message should be interpreted as a digital or electronic signature that can be used to authenticate a contract or other legal document. Thank you very much.

Steven:

Thank you for speaking with me last night.

I spoke with my client immediately thereafter and he has confirmed his acceptance of the settlement terms. However, he wanted me to also confirm that:

- (i) the settlement also disposes of the case as to his co-defendant;
- (ii) you will not be moving for monetary sanctions in respect of the deposition my client missed; and
- (iii) that the discussion "on the record" with the Court (slated for 9:00 a.m. this morning, Las Vegas time) will be kept strictly confidential (i.e., SEALED).

Although we did not specifically discuss points (i) and (ii) when we spoke last night, my understanding is that this was our intent, and I told Mr. Milanian this. To allay Mr. Milanian's concerns in this regard, I would be grateful if you could confirm this by return e-mail.

As to "sealing" the record of our discussion with the Court this morning, I assume this will not be a problem, as we did agree that the settlement would be confidential and involve no admission of liability. Please confirm this as well by return e-mail as well.

Thank you.

Kind regards,

Gregory F. Buhyoff

Law Office of Gregory F. Buhyoff
A Professional Corporation
Plaza West at Summerlin
Suite 140
1635 Village Center Circle
Las Vegas, Nevada 89134-6375
Tel: (702) 804-6154
Fax: (702) 804-6748
e-mail: gbuhyoff@gfblaw.com

EX C

Ex. D

PITNEY, HARDIN, KIPP & SZUCH LLP

STEPHEN W FEINGOLD

DIRECT DIAL NUMBER
212-297-6845E-MAIL
SFEINGOLD@PITNEYHARDIN.COM685 THIRD AVENUE
NEW YORK, NEW YORK 10017-4024
(212) 297-5800
FACSIMILE (212) 682-3485MORRISTOWN, NEW JERSEY
(973) 566-4300
FACSIMILE (973) 969-1550
RED BANK, NEW JERSEY
(732) 224-1200
FACSIMILE (732) 224-0630
BRUSSELS, BELGIUM
32-02-514-6615
FACSIMILE 32-02-514-16-58

January 16, 2003

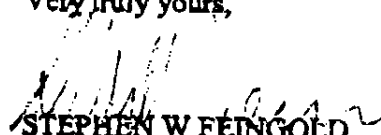
Via Telecopy & Regular MailGregory F. Buhyoff, Esq.
Law Office of Gregory F. Buhyoff, Esq.
1635 Village Center Circle, Suite 140
Las Vegas, NV 89134-5375Re: Caesars World, Inc. v. Cyrus Milanian et al.
Case No. CV-S-02-1287 RLH-RJ

Dear Greg:

This letter confirms that this matter has been settled on the following terms and conditions outlined in my phone conversation with you yesterday evening. Your clients, Cyrus Milanian and The New Las Vegas Development Corp., have agreed to the terms set forth in my October 17, 2002 letter to Nicholas Karamanos (a copy of which I provided to you) and also agree to transfer two additional domain names to my clients. In return, my clients agree to: (a) pay \$15,000.00 in favor of Mr. Milanian; (b) relinquish their right for attorneys' fees and costs for Mr. Milanian's failure to appear at his deposition; (c) bear the expenses, if any, in transferring the domain names; and (d) dismiss all claims against both defendants with prejudice. All parties agree to keep the terms of the settlement confidential.

As you know, we are preparing a written settlement agreement consistent with the terms set forth above, and hope to email it to you today. We will also seek to put the terms of the settlement on the record before Judge Hunt tomorrow morning, as he is unavailable today. In reliance on the fact that this matter has been settled, we have suspended preparation for next week's trial. Please call me if you have any questions.

Very truly yours,


STEPHEN W FEINGOLDcc: Gary R. Goodheart, Esq. (VIA FACSIMILE) (702-737-7705)
Mark A. Clayton, Esq. (VIA FACSIMILE) (702-699-5110)

988069A01011603

EXD

From: <ALisnyansky@PitneyHardin.com>
To: <ClaytonM@parkplace.com>
Date: 1/21/03 7:43AM
Subject: Re: Terms of Settlement: Case No. CV-S-02-1287 RLH-RJJ

Anna Lisnyansky
Pitney, Hardin, Kipp & Szuch LLP
685 Third Avenue
New York, NY 10017-4024
Tel: 212-297-5846
Fax: 212-682-3485
ALisnyansky@pitneyhardin.com

----- Forwarded by Anna Lisnyansky/PHKS on 01/21/2003 10:39 AM -----

"gbuhyoff " <gbuhyoff@gfblaw.com>
01/16/2003 03:10 PM
Please respond to gbuhyoff

To: <SFeingold@PitneyHardin.com>
cc:
Subject: Re: Terms of Settlement: Case No. CV-S-02-1287 RLH-RJJ

Steve:

Thank you for your fax of January 16, 2003 regarding the above-referenced matter.

Would you please confirm what you mean by "transer two addition domain names to my clients"? My understanding was that our discussion was limited to the domain names referred to in your October 17 letter to Nicholas Karamanos.

If possible, please e-mail me the settlement agreement by the end of the day today. Given the (understandable) generality of your October 17, 2003 letter, it is likely that I will have to clear specific language with my client before going on the record with our settlement.

I look forward to your response. In the meantime, if you have any questions or require clarification of any matter, please do not hesitate to contact me.

Thank you.

Kind regards,

Greg

----- Original Message -----

Ex. E

Anna Lisnyansky

01/20/2003 02:16 PM

To: Brian Friel/PHKS@PHKS
cc:
Subject: Re: Terms of Settlement

Anna Lisnyansky
Pitney, Hardin, Kipp & Szuch LLP
685 Third Avenue
New York, NY 10017-4024
Tel: 212-297-5846
Fax: 212-682-3485
ALisnyansky@pitneyhardin.com

Forwarded by Anna Lisnyansky/PHKS on 01/20/2003 02:16 PM

Stephen Feingold
01/16/2003 05:55 PM

To: <gbuhyoff@gbfblaw.com>, <NICK@blackforddev.com>
cc: rbrown@PitneyHardin.com, grg@jonesvargas.com
Subject: Re: Terms of Settlement

Greg,

I am pleased to forward this draft of the settlement agreement which my client has approved. I will be in the office at 9 am tomorrow morning New York time. I am also taking the liberty of forwarding a copy to Nick.

Regards,
Steve



Caesars Colosseum Settlement Agreement

Stephen W. Feingold
Pitney, Hardin, Kipp & Szuch LLP
685 Third Avenue
New York, NY 10017-4024
Tel: 212-297-5845
Fax: 212-682-3485
SFeingold@pitneyhardin.com

ExE

CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Agreement, dated January __ 2003 (hereinafter referred to as "the Settlement Agreement"), is entered into between: (a) Caesars World, Inc. ("CWI") and Park Place Entertainment Corporation ("PPE") and (b) Cyrus Milanian ("Milanian") and The New Las Vegas Development Corp., LLC ("NLVD").

RECITALS

WHEREAS, CWI and PPE asserted claims against Milanian and NLVD in an October 2, 2002 Complaint in an action styled *Caesars World, Inc. and Park Place Entertainment Corp. v. Cyrus Milanian and The New Las Vegas Development Corp., LLC*, United States District Court for the District of Nevada, CV-S-02-1287 (RLH) ("the Lawsuit");

WHEREAS, the Milanian and NLVD asserted defenses to the claims of CWI and PPE in the Lawsuit;

WHEREAS, all parties to the Lawsuit have agreed to compromise and settle the Lawsuit;

THEREFORE, in consideration of the terms, conditions and other covenants and agreements contained in this Confidential Settlement Agreement, the receipt and sufficiency of which are acknowledged and confessed, the parties agree as follows:

1. Abandonment/Transfer Of Claims In Intellectual Property

(a) Within 5 business days of receipt by Milanian's counsel of copies of the Settlement Agreement executed by all parties, Milanian shall file statements of abandonment with the United States Patent and Trademark Office for following applications (hereinafter, "the Applications"):

- (1) Serial No. 78/059,830 for THE COLOSSEUM;
- (2) Serial No. 76/302,255 for ROME LAS VEGAS COLOSSEUM;
- (3) Serial No. 78/132,978 for THE COLOSSEUM;
- (4) Serial No. 78/134,219 for THE COLOSSEUM;
- (5) Serial No. 78/059,056 for The EMPIRE; and
- (6) Serial No. 78/090,495 for THE ROMAN EMPIRE.

(b) Milanian and NLVD (and any entities that they directly or indirectly control or are affiliated with) shall abandon any other pending applications or issued registrations containing either the word COLOSSEUM or EMPIRE.

(c) Milanian shall transfer to PPE and CWI all rights in the following domain names: lasvegascolosseum.com, colosseumlasvegas.com, and colosseumlv.com (collectively, "the Domain Names"), and PPE shall bear the cost, if any, of such transfers.

2. Representations by Milanian and NLVD.

(a) Milanian warrants and represents that he is the sole owner of all rights in the Applications and the Domain Names and that no other party has any rights in the Applications or the Domain Names;

(b) Milanian and NLVD warrant and represent that they (and any entities that they directly or indirectly control or are affiliated with) do not own, directly or indirectly any other domain name, corporations, unincorporated business associations, or otherwise do business using a name containing any of the following terms: CAESARS, BALLY'S, PARIS, GRAND CASINO, FLAMINGO, WILD WEST

CASINO, COLOSSEUM, EMPIRE, EMPEROR, PARK PLACE, CLARIDGE, CLEOPATRA, APPIAN, BACCHANAL, FORUM SHOPS, MAXIMUS, NEROS, as well as the other well-known trademarks of CWI and PPE.

(c) Milanian and NLVD warrant and represent that they (and any entities that they directly or indirectly control or are affiliated with) claim no rights under the Lanham Act, state law, or common law in trademarks containing any of the following terms: CAESARS, BALLY'S, PARIS, GRAND CASINO, FLAMINGO, WILD WEST CASINO, COLOSSEUM, EMPIRE, EMPEROR, PARK PLACE, CLARIDGE, CLEOPATRA, APPIAN, BACCHANAL, FORUM SHOPS, MAXIMUS, NEROS, as well as the other well-known trademarks of CWI and PPE.

(d) Milanian and NLVD warrant and represent that they (and any entities that they directly or indirectly control or are affiliated with) will take no action to prevent or otherwise interfere with CWI and PPE's use of COLOSSEUM trademark, and specifically, with respect to the new entertainment center at Caesars Palace;

(e) Milanian and NLVD warrant and represent that they (and any entities that they directly or indirectly control) will not undertake any future project or attempt to register any trademark or domain name that either Milanian or NLVD knows, or reasonably should have known, will interfere with the trademark rights of, or public plans or projects by, PPE and its subsidiaries.

(f) Milanian and NLVD warrant and represent that they (and any entities which they directly or indirectly control) will not, in the future, promote or take any other action in furtherance of a Roman or Parisian theme resort, casino, or merchandise or

any other theme resort, casino or merchandise which PPE or its subsidiaries or affiliates hereinafter publicly announce.

3. Payment To Milanian

(a) No later than 5 business days after receipt by counsel for PPE and CWI of the Settlement Agreement duly executed by Milanian and NLVD, PPE shall cause a total sum of \$15,000.00 to be paid to the attorney trust account of counsel for Milanian in consideration for his full and complete satisfaction of his transfer of the Domain Names and abandonment of the Applications, and any claims, whether known or unknown, which could have been made by Milanian or NLVD against PPE and CWI;

(b) Counsel for Milanian will hold that payment in escrow pending receipt of a Settlement Agreement executed by all parties, the filing by Milanian of the statements of abandonment of the Applications; and the filing of the Stipulation of Dismissal, as discussed in paragraph 6 below.

4. General Releases and Covenants Not to Sue.

(a) In consideration of dismissal of the claims and other good and valuable consideration, Milanian, on his behalf and on behalf of his agents, representatives, successors and assignors, heirs, executors, administrators and trustees ("the Milanian Releasers"), hereby discharges and releases PPE and CWI, and their respective past and present employees, agents, shareholders, officers, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, if any, joint venturers, successors and assignors, heirs, executors, administrators and trustees (collectively, "the PPE Releasees"), from any and all rights, claims, damages, actions, judgments, obligations, attorneys' fees, indemnities, subrogations, duties, demands.

controversies or liabilities, at law or in equity, which the Milanian Releasors now have or ever had against the PPE Releasees by reason of any liability, act, matter, thing or circumstance whatsoever, existing at any time prior to the date of execution of the Settlement Agreement. This release does not extend, however, to the obligations specified in the Settlement Agreement.

(b) In consideration of dismissal of the claims and other good and valuable consideration, NLVD, on its own behalf, and on behalf of its agents, shareholders, officers, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, if any, joint venturers, successors and assignors, heirs, executors, administrators and trustees; (collectively referred to as "the NLVD Releasors"), hereby discharges and releases PPE and CWI, and their respective past and present employees, agents, shareholders, officers, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, if any, joint venturers, successors and assignors, heirs, executors, administrators and trustees (collectively, "the PPE Releasees"), from any and all rights, claims, damages, actions, judgments, obligations, attorneys' fees, indemnities, subrogations, duties, demands, controversies or liabilities, at law or in equity, which the NLVD Releasors now have or ever had against the PPE Releasees by reason of any liability, act, matter, thing or circumstance whatsoever, existing at any time prior to the date of execution of the Settlement Agreement. This release does not extend, however, to the obligations specified in the Settlement Agreement.

(c) In consideration of dismissal of the claims and other good and valuable consideration, PPE and CWI, on their own behalf and on behalf of their respective agents, shareholders, officers, directors (in their individual and representative capacities),

subsidiaries, predecessors, affiliates, parent corporations, if any, joint venturers, successors and assignors, heirs, executors, administrators and trustees (collectively referred to as "the PPE Releasors"), hereby discharge and release Milanian, and his agents, representatives, successors and assignors, heirs, executors, administrators and trustees ("the Milanian Releasees"), from any and all rights, claims, damages, actions, judgments, obligations, attorneys' fees, indemnities, subrogations, duties, demands, controversies or liabilities, at law or in equity, which the PPE Releasors now have or ever had against Milanian Releasees by reason of any liability, act, matter, thing or circumstance whatsoever, relating to or arising out of any of the facts alleged by PPE and CWI in the Lawsuit or any other fact now known to PPE and. This release does not extend, however, to the obligations specified in the Settlement Agreement.

(d) In consideration of dismissal of the claims and other good and valuable consideration, PPE and CWI, on their own behalf, and on behalf of their respective agents, shareholders, officers, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, if any, joint venturers, successors and assignors, heirs, executors, administrators and trustees; (collectively referred to as "the PPE Releasors"), hereby discharges and releases NLVD, and its agents, shareholders, officers, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, if any, joint venturers, successors and assignors, heirs, executors, administrators and trustees (collectively, "the NLVD Releasees"), from any and all rights, claims, damages, actions, judgments, obligations, attorneys' fees, indemnities, subrogations, duties, demands, controversies or liabilities, at law or in equity, which the PPE Releasors now have or ever had against the NLVD

Releasees by reason of any liability, act, matter, thing or circumstance whatsoever relating to or arising out of any of the facts alleged by PPE and CWI in the Lawsuit or any other fact know known to PPE and CWI. This release does not extend, however, to the obligations specified in the Settlement Agreement.

5. Dismissal of the Lawsuit.

The parties shall execute a Stipulation of Dismissal, which dismisses all claims in this matter with prejudice and without costs, and provides that the parties to the Lawsuit are to each bear their respective attorneys' fees and costs in connection with the lawsuit. No later than 5 business days after counsel for PPE and CWI have received copies of a Settlement Agreement duly executed by all parties, counsel shall cause the Stipulation of Dismissal to be filed with the Court.

6. Escrow.

After counsel for all of the parties are notified that a fully executed Settlement Agreement has been received by counsel for all of the parties and the Stipulation of Dismissal has been received and filed by the Court, Milanian's counsel is fully discharged of his obligations under this Agreement with respect to escrow of the \$15,000.00 payment.

7. Nondisclosure.

All parties to the Lawsuit will keep the terms and conditions of the Settlement Agreement strictly confidential, except to the extent required by law. If a party has been requested by subpoena, court order, or other process of legal compulsion to disclose the terms of the Settlement Agreement, that party shall immediately advise (via telephone and facsimile) the other parties to the Settlement Agreement, and provide the other parties

the opportunity to object to the disclosure. The fact that the matter settled and the existence of the Settlement Agreement may be disclosed.

8. Successors and Assigns.

The Settlement Agreement shall be binding on the parties' successors and assigns.

9. No Waiver.

The failure of any party in any one or more instances to insist upon strict performance of any of the terms or provisions of the Settlement Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or provisions or option on any future occasion.

10. Entire Agreement.

The Settlement Agreement constitutes the entire agreement between and among the parties with respect to the subject matter hereof and shall not be amended or modified without specific written provision to that effect, signed by the parties. No oral statement of any person shall, in any manner or degree, modify or otherwise affect the terms and provisions of the Settlement Agreement.

11. Severability.

If any of the provisions of the Settlement Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Settlement Agreement, but rather the entire Settlement Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

12. Force Majeure.

Neither party shall be held responsible for any delay or failure in performance of any part of the Settlement Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authorities, act of God or by the public enemy, acts or omissions of carriers, or other causes beyond the control of the party. If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

13. Applicable Law.

The Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to its conflicts of law rules. The parties agree to be subject to personal jurisdiction of the United States District Court for the District of Nevada for any action brought by either party to enforce the terms or conditions of the Settlement Agreement. The parties will request that the Court in the Lawsuit retain jurisdiction for purposes of enforcing the Settlement Agreement.

14. Understandings.

Each party understands and agrees that this is a compromise and settlement of disputed claims in order to avoid the significant costs and uncertainties of further litigation and that the promises made in consideration of the Settlement Agreement shall not be construed to be an admission of any liability or facts in dispute in the underlying matter whatsoever by any party.

15. Warranties and Representations.

Each party warrants and represents that each has relied upon its own judgment and that of its own legal counsel regarding the proper, complete, and agreed-upon consideration

for, or the terms and provisions of, the Settlement Agreement. Milanian specifically warrants and represents that he has freely agreed to the terms herein and that his agreement to the terms was not the result of compulsion or duress. Milanian further warrants and represents that he is under no medication that would impair his ability to understand the terms of the Settlement Agreement or prevent him from freely and voluntarily entering into the Settlement Agreement. Milanian attaches hereto as Exhibit A a letter from his physician opining that Milanian is competent to understand the terms of the Settlement Agreement and voluntarily agree to its terms.

Each corporate party warrants that its undersigned corporate officer or other authorized representative is fully authorized to execute the Settlement Agreement in the name and on the behalf of such party and to give the releases and make the promises contained herein. Each party warrants and represents that it has the power and authority to enter into the Settlement Agreement and that the Settlement Agreement and all documents delivered pursuant to the Settlement Agreement are valid, binding and enforceable upon it.

Each party warrants and represents that no other consent, approval, authorization, or order of, and no notice to, or order filed with any Court, governmental authority, person or entity is required for the execution, delivery or performance of the Settlement Agreement.

16. Attorneys' Fees and Costs.

Each party shall bear its own attorneys' fees and costs, and PPE and CWI hereby relinquish their right to seek attorneys' fees and costs for Milanian's failure to appear for deposition in this matter. This provision does not apply to proceedings to enforce the Settlement Agreement, wherein the prevailing party in such proceeding shall be entitled to an allowance for reasonable attorneys' fees and costs.

17. Execution in Counterparts.

The Settlement Agreement may be executed in counterparts. All counterparts shall be construed together and constitute the same instrument. The parties also agree that facsimile signatures are effective as original signatures.

18. Notice.

Any notice to be given hereunder by any party to another party shall be in writing and sent via telecopy and regular mail to the following:

If intended for Caesars World, Inc. and Park Place Entertainment Corp.:

Kim Sinatra, Esq.
Senior Vice President and General Counsel
Park Place Entertainment Corp.
3930 Howard Hughes Parkway
Las Vegas, NV 89109
(702) 699-5000 (phone)
(702)-699-5110 (fax)

Stephen W. Feingold, Esq.
Pitney Hardin Kipp & Szuch LLP
685 Third Avenue
New York, NY 10017
(212) 597-5800 (phone)
(212) 682-3485 (fax)

If intended for Cyrus Milanian:

Gregory F. Buhoff, Esq.
Law Office Of Gregory F. Buhoff, P.C.
1635 Village Center Circle, Suite 140
Las Vegas, NV 89134
(702) 804-6154 (phone)
(702) 804-6748 (fax)

Cyrus Milanian
46 Bentley Road
Jersey City, New Jersey 07304

If intended for The New Las Vegas Development Co., L.L.C.

Gregory F. Buhyoff, Esq.
Law Office Of Gregory F. Buhyoff, P.C.
1635 Village Center Circle, Suite 140
Las Vegas, NV 89134
(702) 804-6154 (phone)
(702) 804-6748 (fax)

Nicholas C. Karamanos, Esq.
Blackford Development Co.
120 North Pointe Blvd., Suite 300
Lancaster, PA 17610

(717)-569-8063 (fax)

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed by their respective duly authorized representatives.

Caesars World, Inc.

Park Place Entertainment Corp.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Cyrus Milanian

Date: _____

Witnessed by _____

Name of Witness _____

Address _____

Telephone _____

The New Las Vegas Development Co., LLC

By: _____

Name: _____

Title: _____

Date: _____